

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creamiser Products Corporation		02/28/2009	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2410779	CREAMISER	
Registration Number:	3502355	CREAMISER	
Registration Number:	2595957	DAYSPRING FARMS	
Registration Number:	2595956	DAYSPRING FARMS	
Registration Number:	2664447	WAKE UP YOUR COFFEE	
Registration Number:	2701209		
Registration Number:	3513289	VIRTUOSO	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		

CH \$190.00 2410779

900131102

TRADEMARK
 REEL: 003965 FRAME: 0205

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35920
-------------------------	-------------

NAME OF SUBMITTER:	Dusan Clark
--------------------	-------------

Signature:	/Dusan Clark/
------------	---------------

Date:	04/06/2009
-------	------------

Total Attachments: 4

source=Confirmatory Grant (Trademarks)#page1.tif

source=Confirmatory Grant (Trademarks)#page2.tif

source=Confirmatory Grant (Trademarks)#page3.tif

source=Confirmatory Grant (Trademarks)#page4.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of February 28, 2009 by and from CREAMISER PRODUCTS CORPORATION, an Arizona corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Dean Foods Company (the "Company") (together with certain Subsidiaries of the Company from time to time parties thereto as borrowers and the Lenders) and Grantee have entered into an Amended and Restated Credit Agreement dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Company, the Grantor, along with certain other Subsidiaries of the Company, have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into an Amended and Restated Pledge and Security Agreement dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

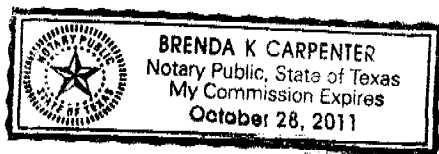
CREAMISER PRODUCTS CORPORATION

By: [Signature]
Name: Timothy A. Smith
Title: Vice President and Treasurer

STATE OF Texas)
Dallas COUNTY)

On February 20, 2009, before me, Brenda K. Carpenter, Notary Public, personally appeared Timothy A. Smith, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)



[Signature]
Notary Public, State of Texas
My Commission Expires: 10-28-2011

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

(See attached schedule)

ID	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
10911	CREAMISER	11	75/901632	1/24/2000	2,410,779	12/5/2000	Registered
10912	CREAMISER	21	77/128950	3/12/2007	3,502,355	9/16/2008	Registered
10913	DAYSPRING FARMS	29	76/275985	6/22/2001	2,595,957	7/16/2002	Registered
10914	DAYSPRING FARMS and design	29	76/275982	6/22/2001	2,595,956	7/16/2002	Registered
10917	WAKE UP YOUR COFFEE	29	76/275983	6/22/2001	2,664,447	12/17/2002	Registered
10915	WINDOW AND COFFEE MUG design	29	76/275984	6/22/2001	2,701,209	3/25/2003	Registered
10916	VIRTUOSO	32	77/138272	3/22/2007	3,513,289	10/7/2008	Registered